

William Pacek  
2717 Montgomery Ave  
Warren, Ohio 44485  
330.646.3281  
wpacek@neo.rr.com

June 20, 2009

Honorable Robert D. Drain  
Case Number 05-44481 (RDD)  
United States Bankruptcy Judge - Southern District of NY  
One Bowling Green  
New York, NY 10004 -1408

Re: Objection to MDA Article 9.5.11

Dear Honorable Robert D. Drain,

I am writing this letter to ask your support for the hundreds of former Delphi employees that were separated from the company as part of the continued decline in the auto industry. I object to the June 16, 2009 Master Disposition Agreement, Article 9.5.11 that states that severance payments will be terminated upon the emergence date of Delphi from bankruptcy. When I entered into this contract with Delphi in March of 2009, with an effective separation date of April 1, 2009, it was a legal enforceable contract. It was issued to me from Delphi and was an agreement that I would give up rights to pursue legal actions against Delphi as part of the release of claims. In exchange for the release of claims, Delphi would make payments to me for 6 months equal to my base salary. These payments were not a Delphi benefit that can be taken away. They are part of a legally binding contract that was initiated by Delphi in 2009 while they were already in bankruptcy. I have honored my side of the contract and I expect Delphi to do the same by continuing the payments as outlined in our legal contract. I ask for your support in this matter that is important to me, as well as hundreds of former Delphi employees that are already facing many hardships as a result of the current situation with Delphi.

Thank you for your support in this serious matter.

Sincerely,

  
William Pacek